



County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA
Chief Executive Officer

November 20, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**DEPARTMENT OF MENTAL HEALTH: AUTHORIZATION FOR ACCEPTANCE OF
MENTAL HEALTH SERVICES ACT OTHER ONE-TIME FUNDING
AND APPROVAL FOR HIRING AND SPENDING AUTHORITY
FOR FISCAL YEAR 2007-08
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the acceptance of Mental Health Services Act (MHSA) Other One-time funding from the California State Department of Mental Health (SDMH) in the amount of \$6,798,045, which was awarded for the purposes outlined in Attachment I, and as described below to further implement and support the MHSA Community Services and Supports (CSS) Plan.
2. Authorize the Department of Mental Health (DMH) to fill eight ordinance/eight Full-Time Equivalent (FTE) positions (Attachment II) for DMH's MHSA administrative sections in excess of what is provided for in DMH's staffing ordinance, pursuant to Section 6.06.020 of the County Code and subject to allocation by the Chief Executive Office (CEO).
3. Approve and instruct the Director of Mental Health (Director) to implement the ACCESS Center Transformation Project (ACCTP) at a projected amount of \$2,433,045, as detailed in Attachment III.

4. Approve and instruct the Director or his designee to prepare, sign, and execute a sole source fiscal intermediary Agreement substantially similar to Attachment IV, with Phillips Graduate Institute (PGI) in an amount not to exceed \$1,600,000, in Fiscal Year (FY) 2007-08, for the provision of Academic Training and Student Professional Development Programs for Marriage and Family Therapy (MFT) interns. PGI will provide fiscal intermediary services to a maximum of 140 interns effective upon Board approval through June 30, 2008, with two one-year option periods if additional funding is made available.
5. Approve and instruct the Director or his designee to prepare, sign, and execute Amendment No. 1, substantially similar to Attachment V, to the fiscal intermediary Agreement for Academic Training and Student Professional Development Programs No. MH190010, with California State University Long Beach Foundation (CSULBF), in the amount of \$459,000, to increase its current fiscal intermediary services for academic training to disburse stipends to an additional 20 to 25 part-time and full-time students under DMH's Student Professional Development Programs.
6. Delegate authority to the Director or his designee to prepare, sign, and execute future amendments to the fiscal intermediary Agreement for Academic Training and Student Professional Development with PGI and CSULBF, provided that: 1) the County's total payments to contractor under the Agreement for each applicable FY, shall not exceed an increase of 20 percent from the applicable revised Total Contract Amount (TCA); 2) any such increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board has appropriated sufficient funds for all changes; 4) approval of County Counsel and the CEO or their designees is obtained prior to any such Amendment; 5) the parties by written Amendment mutually agree to reduce programs or services without reference to the 20 percent limitation; and 6) the Director shall notify the Board of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval of the recommended actions will allow DMH to accept and receive additional MHSA funding from SDMH and provide DMH with spending authority to redesign the ACCESS Center; provide additional staffing for MHSA implementation; augment the training and workforce development stipend program; and provide additional funding for the Olive View Medical Center Urgent Care Center (Olive View UCC) as described below:

Redesign of ACCESS Center

The ACCESS Center was established by DMH in 1995, to serve as a key entry point for accessing mental health services in Los Angeles County. ACCESS currently handles over 265,000 calls per year and provides crisis intervention and resource information and linkages. Resource information and linkages include referral to various specialty mental health programs, such as Assembly Bill (AB) 3632 and Therapeutic Behavioral Services for children and adolescents, the GENESIS program for older adults, the Assertive Community Treatment for adults, and Full Service Partnerships (FSP) for individuals of all ages. The ACCESS 1 800 number is also a national hotline that provides mental health information, referrals and assistance, and crisis intervention services for consumers, families and the community following natural and man-made disasters.

The ACCESS Center also supports the DMH Emergency Outreach Bureau by mobilizing the Psychiatric Mobile Response Teams, System-wide Mental Assessment Response Teams, Mental Evaluation Teams, Homeless Outreach Psychiatric Evaluation Team, and the Metro Transportation Authority-Crisis Response Unit. ACCESS authorizes and monitors Patient Transportation Services, and activates and coordinates Critical Incident Stress Management (CISM) Teams following major incidents as the secondary Disaster Command Center for the Department.

The proposed redesign of the ACCESS Center will improve and expand DMH's technological capacity to handle and manage the multiple system demands which cannot be met by DMH's existing system, which is operating at capacity. In conjunction with the technological improvements being recommended, DMH is also reviewing the current staffing levels and configurations in order to reduce the number of calls dropped or placed on hold during all hours of the day to meet specific performance standards.

In addition to the MHSA funding, DMH has secured a \$403,000 Homeland Security Grant to assist in upgrading the ACCESS Center. The one-time MHSA funds and Homeland Security Grant will be used to upgrade the physical and technological environment by:

- Designing and implementing a new call center application system; adding additional telephony system capacity; providing ergonomically appropriate consoles, seating and storage; procuring the necessary computer hardware and software; providing electronic wall displays; and making necessary power upgrades;

- Developing and implementing improved robust communications with capacity to manage multiple system demands such as incident command center management, the national mental health hotline, and direction of consumers and families to the services and supports available under MHSA;
- Developing improved workflow processes and business practices; and
- Developing and implementing performance measures prescribed for call center processes designed to improve accountability and enhance coordination of the County-wide system of care.

In addition, the funds will be used to engage a consultant (identified and obtained through the County's Information Technology Systems and Services Master Agreement) to provide expert assistance as outlined below:

- Specify, select and procure a new Call Center System with Interactive Voice Response (IVR) capability;
- Specify and select a Voice over Internet Protocol (VoIP) Telephone System that will be procured through the County's Internal Services Department (ISD);
- Redesign ACCESS workflow processes;
- Perform a gap analysis and identify recommended changes and additions necessary to fill gaps and streamline functionality and integration;
- Develop performance metrics for workflow processes designed to improve accountability and enhance coordinated countywide service delivery; and
- Perform Independent Verification and Validation for implementation of new VoIP Telephone System and new Call Center System.

Upon completion of the consultant's analysis and recommendations, DMH will review the information to confirm the amount of funding based on the specific requirements. If additional funding is required, DMH will return to your Board, with recommendations for additional funding or, alternatively, revise the project scope to stay within available funding.

Additional Staffing in Support of MHSA Implementation

These positions will provide additional financial program support and administrative oversight for all programs identified in the MHSA CSS Plan. Due to the complexity of implementing new Departmental programs, these higher-level positions are critical to providing and maintaining appropriate fiscal and administrative controls and management, while supporting the efforts of program staff. The requested new FTEs will provide much needed additional program support and administrative oversight for all programs identified in the MHSA-CSS Plan, as well as future MHSA plans.

The Department will work with CEO Classification to finalize allocation levels of the requested positions.

Training and Workforce Development Programs with PGI and CSULBF

PGI has served as a lead school of the MFT Consortium since 1994. The consortium is comprised of graduate schools in Southern California preparing marriage and family therapy students to apply for licensure. PGI will be serving as a fiscal intermediary for a stipend program designed to attract bilingual and bicultural MFT students to enter careers working in public mental health agencies. The program will attract MFT students from throughout Los Angeles County.

The graduate schools that comprise the MFT Consortium will solicit students interested in participating in the DMH Student Professional Development Program. The list of interested students is provided to the DMH Human Resources Bureau (HRB). HRB conducts pre-employment processing, which entails screening students for criminal backgrounds, language capabilities, US citizenship/permanent resident status, and interest in working in public mental health settings.

Individuals eligible for employment with DMH or its contracted agencies are invited to sign an Agreement in which they commit to apply for employment with DMH for at least one calendar year of continuous and satisfactory employment, in return for each year of stipend assistance. The Agreement will require PGI to provide training and supervision to MFT interns and function as a fiscal intermediary for academic training.

The recommended amendment to the fiscal intermediary Agreement for Academic Training and Student Professional Development Program with CSULBF will provide additional funds in the amount of \$459,000, in addition to the \$459,000, that were added to the Agreement during the contract renewal process for FY 2007-08 for a total increase of \$918,000, to CSULBF to pay tuition costs and/or stipends to an additional

40 to 50 part-time and full-time students who are part of the Social Work Graduate Education Project and attend one of the following universities: CSULBF, University of Southern California, University of California at Los Angeles, and California State University Los Angeles. This will provide a pool of candidates to meet the need for licensed clinicians in various disciplines to deliver MHSA-funded services.

Both PGI and CSULBF are academic institutions with a non-profit status.

Olive View UCC

In keeping with the Alternative Crisis/Urgent Care programs of the MHSA-CSS Plan, DMH, in collaboration with the CEO, the Department of Public Works and the DHS, is in the planning stages of a capital project to design and construct an Urgent Care Center on the grounds of Olive View Medical Center. DMH will continue to work closely with CEO and DHS in finalizing the capital project plans and will return to your Board for approval at the appropriate time.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the principles of Countywide Strategic Plan, Goal No.1, "Service Excellence," Goal No. 3, "Organizational Effectiveness," Goal No. 5, "Children and Families' Well-Being," and Goal No. 7, "Health and Mental Health." Board approval of the recommended actions is expected to improve the delivery, efficiency, and effectiveness of mental health services across the County, as well as increasing the size and knowledge of the employee base that provides these services.

FISCAL IMPACT/FINANCING

There is no increase in net County cost as the costs associated with these actions are fully funded by MHSA Other One-Time funds. On November 21, 2006, SDMH approved this MHSA Other One-time funding in the amount of \$6,798,045, for the projects/purposes summarized in Attachment I. Adequate appropriation is available in the Department's FY 2007-08 Adopted Budget for these actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The MHSA-CSS Plan is a conceptual framework designed to create a culturally competent mental health system that promotes recovery and wellness for adults and older adults with severe mental illness and resiliency for children and youth with serious

emotional disorders and their families. The MHSA-CSS Plan was approved by SDMH and the Board of Supervisors on February 14, 2006, and May 9, 2006, respectively. DMH is implementing the MHSA-CSS Plan, developed and organized by stakeholders, to serve specific age groups and provide cross-cutting services designed to serve all age groups. The State approved the use of the one-time funding for the described purposes on November 21, 2006 (see Attachment VI).

The attached Agreement and Amendment formats have been approved as to form by County Counsel. The recommended actions have been reviewed and approved by the CIO.

CONTRACTING PROCESS

On May 1, 2007, DMH notified the Board of its intent to enter into sole source contract negotiations with PGI to serve as fiscal intermediary for the Department's stipend program for MFT interns (see Attachment VII). PGI, the lead school for the Southern California Consortium of MFT Educators and Directors (MFT Consortium) was selected because of its expertise and experience in the provision of preparing marriage and family therapy students for employment, training of various agencies providing clinical practicum to MFT students, and its history of providing consultant services to the Department. Given the short-term nature of this Agreement, and the inadequacy of lead-time to utilize a competitive contracting process, DMH has elected to establish a new contract with PGI.

On August, 2007, DMH notified the Board of its intent to enter into sole source contract negotiations with CSULBF to provide 40-50 MHSA funded stipends to part-time and full-time students under DMH's Student Professional Development Program (see Attachment VIII). CSULBF was selected because of its expertise, experience, and leadership in the Student Professional Development Program, which is comprised of graduate schools that participate in the Social Work Graduate Education Program.

IMPACT ON CURRENT SERVICES

Your Board's acceptance of SDMH's award and your Board's authorization to expend MHSA other one-time funds will enable DMH to further implement the MHSA-CSS Plan and continue to create and support a culturally competent mental health system that promotes recovery and wellness for adults and older adults with severe mental illness and resiliency for children and youth with serious emotional disorders.

Honorable Board of Supervisors
November 20, 2007
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CONCLUSION

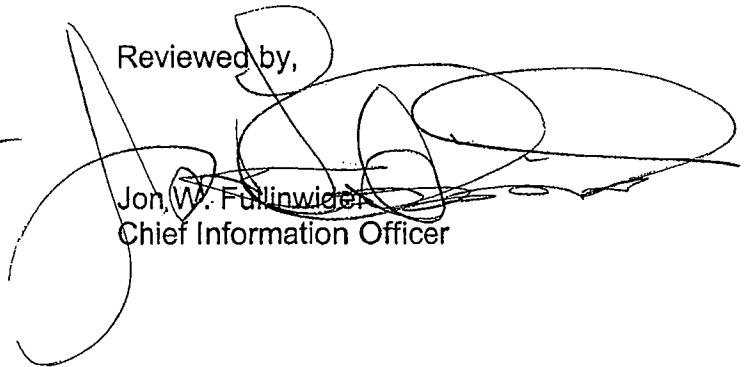
The Department will need one copy of the adopted Board actions. It is requested that the Executive Officer of the Board notify DMH's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "William T. Fujioka".

William T Fujioka
Chief Executive Officer

Reviewed by,

A large, stylized handwritten signature in black ink, appearing to read "Jon W. Fullinwider".

Jon W. Fullinwider
Chief Information Officer

WTF:SRH:SAS
DRJ:DS:lbm

Attachments (7)

c: County Counsel
Chief Information Office
Director, Department of Mental Health
Chairperson, Mental Health Commission

CIO ANALYSIS

DEPARTMENT OF MENTAL HEALTH RECOMMENDATION NO. 3: IMPLEMENTATION OF THE ACCESS CENTER TRANSFORMATION PROJECT (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☒ New Contract ☐ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☒ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 5 Yrs # of Option Yrs 2

Contract Components:

☒ Software ☒ Hardware ☒ Telecommunications
☒ Professional Services

Project Executive Sponsor: Marvin J. Southard, D.S.W

Budget Information :

Y-T-D Contract Expenditures	\$ 0
Requested Contract Amount	\$2,433,045
Aggregate Contract Amount	\$2,433,045

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? 100% of this project is subvented by MHSA and Homeland Security funds.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions document?

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT standards?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The Department of Mental Health (DMH) is requesting your Board to approve and instruct the Director of Mental Health to implement the ACCESS Center Transformation project at a projected amount of \$2,433,045. These funds will be used to upgrade the ACCESS Center's physical and technological environment by: Designing and implementing a new call center application system; adding telephony system capacity; providing ergonomically appropriate consoles, seating and storage; acquiring necessary computer hardware and software; providing electronic call displays; making the necessary power upgrades; and developing and implementing improved communications functionality to manage multiple system demands.

Also, DMH will develop improved workflow processes and business practices; and develop and implement call center performance measures to improve accountability and enhance services coordination.

Additionally, the funds will be used to engage a consultant to provide expert assistance in the following areas: Specify, select and procure a new call center system with Interactive Voice Response capability; specify and select a Voice over Internet Protocol (VoIP) telephony system that will be procured through the Internal Services Department; redesign ACCESS workflow processes; perform gap analyses and identify recommended changes and additions necessary to fill the gaps and streamline functionality and integration; develop performance metrics for workflow processes designed to improve accountability and enhance service delivery; and perform Independent Verification and Validation for the implementation of new VoIP telephony system and call center system.

Background:

The original ACCESS Center was established by DMH in 1995 to serve as a key entry point for accessing mental health services in Los Angeles County. The ACCESS Center currently handles more than 265,000 calls per year and provides crisis intervention and resource information and linkages. Resource information and linkages include referral to various specialty mental health programs such as AB 3632 and Therapeutic Behavioral Services for children and adolescents, the GENESIS program for older adults, the Assertive Community Treatment for adults, and Full Service Partnerships for individuals of all ages. The ACCESS 1 800 number is also a national hotline that provides mental health information, referrals and assistance, and crisis intervention services for consumers, families and the community following natural and man-made disasters.

The ACCESS Center also supports the DMH Emergency Outreach Bureau by mobilizing the Psychiatric Mobile Response Teams, System-wide Mental Assessment Response Teams, Mental Evaluation Teams, Homeless Outreach Psychiatric Evaluation Team, and the Metro Transportation Authority-Crisis Response Unit. ACCESS authorizes and monitors Patient Transportation Services, and activates and coordinates Critical Incident Stress Management Teams following major incidents as the secondary Disaster Command Center in the Department.

Project Justification/Benefits:

The proposed redesign of the ACCESS Center will improve and expand DMH's technological capacity to handle and manage the multiple system demands which cannot be met by the existing system, which is operating at capacity. DMH is also reviewing the current staffing levels and configurations to reduce the number of calls dropped or put on hold.

Project Metrics:

Key project metrics from the consultant will include delivery of project plan, documentation of current workflow diagrams, recommendations for improvements, re-engineered workflow diagrams, requirements for telephone and call center systems, and a solicitation document. Key project metrics from selected telephone system and call center system vendors will be included in the respective Statements of Work.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

If the proposal is not approved, the ACCESS Center will not be able to improve and expand to meet client needs because its existing system is operating at capacity.

Alternatives Considered:

None.

Project Risks:

Because the costs related to the telephone and call center systems are not known at this time, budget limitations must be considered.

Risk Mitigation Measures:

As outlined in the Board Letter, upon completion of the consultant's analysis and recommendation, DMH will review the information to confirm the amount of funding based on the specific requirements. If additional funding is required, DMH will return to the Board with recommendations for additional funding or, alternatively, revise the project scope to stay within available funding.

Financial Analysis:

There is no increase to net County costs. The budget for this project is comprised of \$2,030,045 in MHSA funding and \$403,000 in Homeland Security funding.

CIO Concerns:

None.

CIO Recommendations:

Based on review of the Board Letter and discussions with the Department, we recommend your Board's approval of the recommended actions.

CIO APPROVAL

Date Received: November 5, 2007

Prepared by: Henry Balta

Date: November 5, 2007

Approved: 

Date: 11/7/2007

MHSA Other One-Time Funds

Project / Request	Summary	MHSA Allocation
Redesign of Access Center	Develop and implement a state-of-the-art Countywide communication navigation system through the ACCTP consistent with the Department's MHSA program needs. DMH's emerging MHSA-driven system of care is anticipated to require a communication, crisis intervention and referral system beyond the capacity of the existing ACCESS Call Center (ACCESS) that currently serves as the gateway for accessing mental health services and information in Los Angeles County. Implementation of the ACCTP is necessary to expand and enhance the Department's capacity to successfully manage the multiple system demands of the MHSA CSS programs. The ACCTP is a one-time project that is projected to be completed by June 30, 2008.	\$2,030,045
Additional Staffing (for MHSA Implementation)	Fill 8 ordinance/8 FTE positions for DMH's MHSA administration units. These staff will provide additional financial, administrative, and program support and oversight for all programs identified in the MHSA-CSS Plan. They enable the Department to maintain appropriate fiscal and administrative controls while supporting the efforts of program staff to start-up new services.	\$1,000,000
Training and Workforce Development Stipend Program	Engage the services of PGI and CSULB as a fiscal intermediaries to provide payment of stipends to students studying to become licensed MFTs able to provide mental health services. PGI and CSULB will be established as fiscal intermediaries for a stipend program designed to attract bilingual and bicultural MFT students from throughout Los Angeles County.	\$2,518,000
Service Area 2 Urgent Care Center (Olive View)	Supplement the existing funding for the capital project of constructing a permanent facility for the Olive View Urgent Community Services Program, which is in keeping with DMH's MHSA-CSS Plan, Alternative Crisis/Urgent Care Centers.	\$1,250,000
TOTAL		\$6,798,045

LOS ANGELES COUNTY - DEPARTMENT OF MENTAL HEALTH

MHSA ADMINISTRATION
FY 2007-08 REQUEST FOR NEW POSITIONS

ITEM & SUB LETTER	CLASSIFICATION	ORDINANCE POSITION	FTE
04731A	MENTAL HEALTH ANALYST III	2	2
01003A	ADMINISTRATIVE SERVICES MANAGER II	1	1
04132A	PRINCIPAL FACILITY PROJ MANAGER	1	1
04720A	DIV CHIEF, PROGRAM DEVELOPMENT, MH	3	3
01002A	ADMINISTRATIVE SERVICES MANAGER I	1	1
	TOTAL	8	8

**EMERGENCY OUTREACH BUREAU
ACCESS CENTER IMPROVEMENT
PROPOSED BUDGETS - FY 2007-2008**

DESCRIPTION	FY 2007/08 Budget
Services and Supplies 2091 Telephone System 3580 Consultation Services 3240 Office Supplies-General 3268 Other Office Furnishings 3971 Computer 2665 Alterations and Improvements Total Services and Supplies Fixed Assets 6031 Podium 6038 Computerized Commerical Software Total Fixed Assets TOTAL PROGRAM COST	 \$ 596,000 400,000 70,480 33,865 752,700 200,000 <hr/> 2,053,045 5,000 375,000 <hr/> 380,000 <hr/> \$ 2,433,045
AVAILABLE RESOURCES MHSA Homeland Security Grant Total Available Resources	 \$ 2,030,045 403,000 <hr/> \$ 2,433,045

CONTRACTOR:

Contract Number

Business Address:

Reference Number

Supervisory District _____

COUNTY OF LOS ANGELES**FISCAL INTERMEDIARY AGREEMENT FOR ACADEMIC TRAINING
AND STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS****TABLE OF CONTENTS**

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EXHIBITS

- Exhibit A: Statement of Work
- Exhibit B: Safely Surrendered Baby Law Fact Sheet (In English and Spanish)
- Exhibit C: Attestation Regarding Federally Funded Programs
- Exhibit D: Charitable Contributions Certification

COUNTY OF LOS ANGELES

**FISCAL INTERMEDIARY AGREEMENT FOR ACADEMIC TRAINING
AND STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and
between the

COUNTY OF LOS ANGELES
(hereafter "COUNTY") and

(hereafter "CONTRACTOR").

Business Address:

RECITALS

WHEREAS, it is the purpose of this Agreement to establish a fiscal intermediary for academic training and student professional development programs between COUNTY and CONTRACTOR. CONTRACTOR will be responsible for dispersing funds provided under this Agreement to the student interns to be identified by DMH Health Student Professional Development Program Coordinator; and

WHEREAS, this collaboration between COUNTY and CONTRACTOR will allow COUNTY to proceed with other goals for the education and training of professional staff within the field of mental health.

NOW, THEREFORE, COUNTY AND CONTRACTOR agree as follows:

PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the

adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.

- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and

families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.”

1. SERVICES PROVIDED: CONTRACTOR shall provide students to COUNTY for training purposes as set forth in Exhibit A (STATEMENT OF WORK), which is attached hereto and incorporated by reference.

2. TERM:

A. The term of this Agreement shall commence on _____ and shall continue in full force and effect through _____. Thereafter, this Agreement shall be automatically renewed for two successive one-year periods, the first commencing _____ and continuing through _____, and the second commencing _____ and continuing through _____, unless the desire of either party to terminate this Agreement is given in writing to the other party on or before May 31 of any COUNTY fiscal year (July 1 through June 30) in which this Agreement is in effect.

B. Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County’s right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

C. Suspension of Payments: Payments to Contractor under this Agreement shall be suspended if Director, for good cause, determines that Contractor is in default under any of the provisions of this Agreement. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 calendar days notice of such suspension shall be provided to Contractor, including a statement of the reason(s) for such suspension. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the Director's decision. Payments shall not be withheld pending the results of the reconsideration process.

D. Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 24 (NOTICES).

3. TERMINATION OF AGREEMENT:

A. In any event, either party may at any time terminate this Agreement for any reason by giving at least 90 days written notice to the other party.

B. In the event of any interruption of either party's operations by war, fire, insurrection, labor troubles, riots, the natural elements, acts of God, or, without limiting the foregoing, any other cause beyond either party's control which substantially interferes with such party's ability to fulfill any obligation under this Agreement, such party shall immediately inform the other party, and this Agreement may be terminated immediately by either party by giving written notice to the other party.

C. Notwithstanding any other provision of this Agreement, the failure of CONTRACTOR to comply with the terms of this Agreement or any directions by or on behalf of COUNTY issued pursuant thereto, may constitute a material breach thereof, thereby justifying immediate termination or suspension of this Agreement.

4. COMPENSATION: In consideration of the performance by CONTRACTOR in a manner satisfactory to COUNTY of the services described in Exhibit A, COUNTY shall pay Contractor as follows:

A. For the term beginning on _____ through _____, total compensation for all services furnished hereunder shall not exceed the sum of \$_____.

B. For the term beginning on _____ through _____, total compensation for all services furnished hereunder shall not exceed the sum of \$_____ N/A_____.

C. For the term beginning on _____ through _____, total compensation for all

services furnished hereunder shall not exceed the sum of \$_____.

D. Budget Reductions: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

5. ADMINISTRATION: The Director of DMH or his authorized designee (hereafter collectively "Director") shall have the authority to administer and monitor this Agreement on behalf of COUNTY. CONTRACTOR shall designate in writing a person who shall have the authority to administer this Agreement on behalf of CONTRACTOR. Director and CONTRACTOR may, in writing, agree from time to time among themselves regarding the policies and procedures necessary to implement and otherwise carry out the purposes of this Agreement and shall provide copies of such writings to each other in accordance with Paragraph 18 (NOTICES). Such policies and procedures shall include, but are not limited to:

- A. Procedures to implement Paragraph 6 (NOTIFICATION OF TRAINING PROGRAMS).
- B. Policies regarding the certification of successful completion of a student's training.
- C. Policies regarding student training hours.
- D. Policies regarding the availability of each party's services (e.g., telephone, clerical support, etc.) to students.
- E. Policies regarding the use of each party's property (e.g., facilities, supplies, equipment, etc.) by students and the responsibility of students to return and/or account for such property.

6. NOTIFICATION OF TRAINING PROGRAMS: Each party shall periodically notify the other party of its available training positions and any prerequisites applicable to students who may be sent for training thereunder.

7. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: CONTRACTOR shall obtain and maintain in effect during the term of this Agreement, all licenses, permits,

registrations, accreditations, and certificates, as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to COUNTY's FACILITY(IES) and services under this Agreement. CONTRACTOR shall further ensure that all of its officers, employees, and students, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder.

8. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. Coverage shall be provided by underwriters with an A.M. Best rating of not less than A:VII unless County's prior approval is obtained. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Mental Health, Contracts Development and Administration Division, 550 S. Vermont Avenue, 5th Floor, Los Angeles, CA 90020, ATTN: Chief of Contracts, prior to commencing services under this Agreement. Contractor also shall notify County within 24 hours of occurrence of, or Contractor's knowledge of, (1) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of monies entrusted to Contractor under the terms of this Agreement, and (2) any other accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.

C. Insurance Coverage Requirements:

1. General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the County as loss payee.

Employee Dishonesty:	\$ 100,000
Forgery or Alteration:	\$ 100,000
Theft, Disappearance and Destruction:	\$ 100,000

3. Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

4. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	One Million Dollars	(\$1,000,000)
Disease – policy limit:	One Million Dollars	(\$1,000,000)
Disease – each employee:	One Million Dollars	(\$1,000,000)

5. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

9. RECORDS: All records of each party in any way concerning the performance of this Agreement shall be available during normal business hours for inspections and audit by the other party and shall be maintained at a location in Southern California. Such records shall include, but are not limited to:

A. Daily account of the number of person-hours spent by each of CONTRACTOR's students at

FACILITY (e.g., record keeping).

B. Student's signature and student's supervisor's signature on record keeping documentation evidencing student's time spent at COUNTY.

C. Semester/quarter reports of:

- (1) The name of each student involved during the particular calendar month.
- (2) The year of training of each such student.
- (3) The total number of person-hours each such student spent at FACILITY.

10. CONFLICT OF INTEREST:

A. No COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any direct or indirect financial interest in this Agreement. No officer or employee of CONTRACTOR who may financially benefit from the provision of services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such services.

B. CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONTRACTOR warrants that it is not now aware of any facts which create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

11. AUTHORIZATION WARRANTY: CONTRACTOR represents and warrants that the person executing this Agreement on its behalf is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

12. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subContractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles

County, and where and how to safely surrender a baby. The fact sheet is set forth in **EXHIBIT B** of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

13. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the COUNTY's policy to encourage all COUNTY Contractor's to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its sub-agencies, if any, to post this poster in a prominent position in the sub-agencies place of business. The COUNTY's Department of Children and Family Services will supply the Contractor with the poster to be used.

14. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of an Agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Department will

notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same

procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. These terms shall also apply to subcontractors of County Contractors.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

16. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal Government, directly or indirectly, in whole or in part, and that Contractor will notify Director within (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal Government against Contractor or one or more staff members barring it or the staff members from participation in a Federally

funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

There are a variety of different reasons why an individual or entity may be excluded from participating in a federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the Office of Inspector General (OIG) has the discretion not to exclude.

The mandatory bases for exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by Federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its Sub-Contractors or its significant business transactions; (6) loss of a state license to practice a health care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a Federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Exhibit C as part of its obligation under this Paragraph.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

17. REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

A. COUNTY'S PROJECT MANAGER: CONTRACTOR shall report to COUNTY's Project Manager who shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, the approval of all invoices submitted hereunder by CONTRACTOR, and final acceptance of all documentation and work.

Upon advance approval of the COUNTY Project Manager, COUNTY may provide CONTRACTOR with reasonable use of certain COUNTY resources, such as reasonable clerical support and use of COUNTY facilities, as determined by the COUNTY Project Manager, who shall be the sole judge of the reasonableness and extent of any such use. The use or non-use of COUNTY resources by CONTRACTOR shall not relieve CONTRACTOR of its responsibility to provide services and complete all work under this Agreement in a manner satisfactory to COUNTY, and shall not affect CONTRACTOR's status as an independent contractor.

COUNTY's Project Manager shall be:

Dennis Murata, M.S.W., Deputy Director

Training and Cultural Competency Bureau

B. CONTRACTOR'S PROJECT MANAGER: CONTRACTOR's Project Manager shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, including, but not limited to, allocation of CONTRACTOR's resources, submission of invoices, and resolution of any question/dispute. CONTRACTOR's Project Manager shall be:

18. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit D, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

19. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR's

performance hereunder or by any provision of this Agreement during this or any of COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds for this Agreement in COUNTY's Budget for each such fiscal year. Should COUNTY, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less than the amount provided for in this Agreement, COUNTY shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such changes in allocation of funds at the earliest possible date.

20. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for County's current Fiscal Year. Further, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated.

21. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written

consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

22. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or Statement of Work or Fee Schedule hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Director of Mental Health.

23. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, including, but not limited to, Title XIX of the Social Security Act, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

C. Contractor shall maintain in effect an active compliance program in accordance with the

recommendations set forth by the Department of Health and Human Services, Office of the Inspector General.

D. Duty to Notify: Contractor agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to Contractor, whether civil or criminal initiated against Contractor, its officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver services under this contract.

24. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures has been included as part of the Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the Director or his designee for performance standards and/or outcome measures. County will notify Contractor whenever County policies or procedures are to apply to this contract provision (e.g., AB 2034 grant) at least, where feasible, 30 calendar days prior to implementation.

These Federal, State or County performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by the Contractor.

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25 NOTICES: All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by COUNTY under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

To CONTRACTOR:

Attention:

To COUNTY:

County of Los Angeles

Department of Mental Health

Contracts Development and

Administration Division

550 South Vermont Avenue, 5th Floor

Los Angeles, CA 90020

Attention:

Richard Kushi, Chief

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

LJ:FISCAL INTERMEDIARY FOR ACADEMIC TRAINING K.doc
(revised 05/22/07)

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
FISCAL INTERMEDIARY AGREEMENT FOR ACADEMIC TRAINING

EXHIBIT A

STATEMENT OF WORK

I. Objective:

II. DMH's Responsibilities:

III. Contractor's Responsibilities:

IV. Intern Stipend Disbursement Schedule:

Academic Year:

Summer Block:

TOTAL

= \$

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH

**FISCAL INTERMEDIARY/CONSULTANT SERVICES AGREEMENT
FOR ACADEMIC TRAINING AGREEMENT**

EXHIBIT A

STATEMENT OF WORK FOR \$1.6 MILLION

Fiscal Intermediary

To establish a fiscal intermediary for academic training between the Phillips Graduate Institute, hereinafter called "PGI," and the County of Los Angeles Department of Mental Health, hereinafter called "DMH." PGI will be responsible for dispersing funds provided under this Agreement to student interns. As consideration for its services as a fiscal intermediary, PGI will receive a 15% administrative overhead cost annually. PGI agrees to use all funds provided hereunder, less allowable overhead cost reimbursement, for stipends that will be specifically provided to interns in the Los Angeles County Marriage and Family Therapy (MFT) Training Consortium. During the Academic Year, interns shall be paid in semi-annual installments of one-half (1/2) of approved stipend amount to maximize the time spent in placement and minimize funds that may be forfeited.

a. DMH's Responsibilities:

DMH will be responsible for dispersing funds to PGI for purposes specified in this Statement of Work. DMH will provide PGI with the information needed to disperse funds to students according to disbursement schedule indicated in Section IV of this Statement of Work.

b. Contractor's Responsibilities:

PGI will be responsible for dispersing funds to the student interns identified by the DMH Student Professional Development Program Coordinator. Stipends will be dispersed by the PGI as indicated hereunder; PGI shall adhere to the following disbursement schedule for all interns:

c. Intern Stipend Disbursement Schedule:

Academic Year: Fall – Effective Date: Upon Board approval
 Spring – May 30th

Summer Block: June 30th

Interns who are placed at internships during Academic Year will be paid ½ of approved stipend amount in two installments. Notwithstanding the above, the Summer Block Interns (June through August) will be paid their approved stipend amount in a lump sum on June 30 of each year.

Students who fail to fulfill his/her placement agreement between his/her respective University and DMH will be required to reimburse the full amount of the stipend issued by the Phillips Graduate Institute.

It is expected that PGI will receive the following funds from DMH:

For Academic Year 2007-2008, \$1,600,000 will be allocated per Academic Year. The purpose of this allocation to the Student Professional Development Program is the training of a maximum of 140 student interns per this fiscal year.

<u>70</u> students will be funded at \$11,000	= \$ 770,000
<u>30</u> students will be funded at \$ 7,000	= \$ 210,000
<u>40</u> students will be funded at \$ 9,000	= \$ 360,000
Administrative Overhead at 15%	= \$ 240,000
Unanticipated costs	= \$ <u>20,000</u>

TOTAL	= <u>\$1,600,000</u>
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EXHIBIT B

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

**No shame.
No blame.
No names.**

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT C

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with your agreement with the County of Los Angeles Department of Mental Health Under Paragraph (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

I, the undersigned certify that I am not presently excluded from participation in federally funded health care programs, nor is there an investigation presently pending or recently concluded of me which is likely to result in my exclusion from any federally funded health care program, nor am I otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I further certify as the official responsible for the administration of _____
_____ (hereafter "Contractor") that all of its officers, employees, agents and/or sub-contractors are not presently excluded from participation in any federally funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, agents and/or sub-contractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I understand and certify that I will notify DMH within thirty (30) calendar days, in writing of:

- Any event that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federally funded health care programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official _____
Please print name

Signature of authorized official _____ Date _____

EXHIBIT D

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

